#### Wauconda Park District

### **Request for Bids**

### Fencing - Phil's Beach Project

The Wauconda Park District hereby requests bids for Fencing - Phil's Beach Project. Bids are to be submitted in a sealed envelope clearly marks "Bid – Fencing." Bids are due no later than August 21, 2019 at 2:00 pm at the office of the Wauconda Park District at 600 N. Main Street, Wauconda, Illinois 60084. Bids not received by the deadline will be returned unopened.

The Board of Commissioners of the Wauconda Park District reserve the right to reject any or all bids and to waive any technicalities or formalities which it deems to be in the best interest of the District.

Bidders must comply with all federal, state, and local laws and regulations including prevailing wage.

All prices are to be F.O.B. Wauconda, IL 60084.

Any questions regarding this bid should be directed to Nancy Burton, Executive Director at 847-526-3610 or <a href="mailto:nburton@waucondaparks.com">nburton@waucondaparks.com</a>. All work must be performed according to specifications in a professional manner and be warranted for 2 years.

All contracts involving labor must adhere to local, state and federal requirements including prevailing wage.

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# Fencing – Phil's Beach Project

### **Bid Specifications**

<u>Project Scope</u> - To install approximately 725 feet of Western Red Cedar 6' fencing (see attached plan). Fencing will be solid board and look the same on either side.

Location - Phil's Beach - 326-328 Main Street,

Time period for project - September 2, 2019 - October 25, 2019

Bid Due Date - August 21, 2019 at 2:00 p.m.

<u>Standards</u> - Unless otherwise directed by the specifications, all materials, equipment and services provided will meet standards or requirements which would normally be anticipated in common practice. The bidder guarantees that all applicable Federal, State and local laws, including OSHA, are being complied with in connection with this proposal and any resultant contract or purchase by the Wauconda Park District.

<u>Withdrawal of Proposal</u> - Bidder may withdraw or cancel a proposal at any time prior to the bid opening time. After the bid opening time, a bidder cannot withdraw or cancel the bid for a period of thirty (30) calendar days after the bid opening.

<u>Conditions</u> - Bidders must be familiar with all conditions, instructions and specifications governing this bid. It is the bidder's responsibility to visit the site if necessary and any bid is considered to be based upon the knowledge of all information readily available at the site. Once the bid proposals have been opened, the failure to have read and understand all the conditions, specifications and instructions shall not be cause to alter the original proposal or for the vendor to request additional compensation.

Interpretation - Any bidder who finds, in the bidder's opinion, a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or believes the specifications are discriminatory, shall notify the Director of Parks & Recreation in writing no later than 5 days prior to the scheduled opening of bids. Exceptions taken do not obligate the Wauconda Park District to change the specifications. The Director of Parks & Recreation will notify all bidders in writing, by addendum duly issued, of any interpretations made of specifications or instructions. The Wauconda Park District will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the specifications

should be directed to, and will be issued by, the Executive Director. Bidders will acknowledge receipt of any addendum issued by, the Executive Director. Bidders will acknowledge receipt of any addendum issued by returning the addendum(s) with the bid proposal and so noting on the bid sheet. Oral explanations are not binding.

<u>Quotations</u> - Bid prices must include all applicable costs to the Wauconda Park District, including shipping costs to any point in Wauconda, IL. The Wauconda Park District is exempt from paying Illinois Sales Tax and Federal Excise Taxes. Prices submitted shall not include any of these taxes.

<u>M.S.D.S</u> - Contractor to supply Materials Safety Data Sheet (M.S.D.S.) in accordance with Federal Requirements, if applicable.

<u>Subletting</u> - A successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the Wauconda Park District, except as may be noted on the bid proposal. Such consent shall not relieve the bidder from obligation nor change the terms of the contract.

Material Inspection - Authorized agents of the Wauconda Park District shall have the right to inspect any material to be used in carrying out the proposal. The Wauconda Park District does not assume any responsibility for the availability of any other materials and equipment required. The contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this proposal until final acceptance by the Wauconda Park District. Materials, components or completed work not complying therewith may be rejected by the Wauconda Park District and shall be replaced by the contractor at no expense to the Wauconda Park District. Any material or component rejected shall be removed from the premises of the Wauconda Park District at the entire expense of the contractor, after written notice by the Wauconda Park District to contractor that such materials or components have been rejected.

Warranty and Guarantee - Bidders shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the bid and shall be considered a part of the contract where such specifications met the minimum Wauconda Park District specifications. All warranties and guarantees normally provided for this type of bid will be provided to the Wauconda Park District.

<u>Catalogues or Literature</u> - Each bidder shall submit all necessary catalogues, descriptive literature, and other documentation needed to fully describe the material or work proposed to be furnished.

<u>Delivery</u> - Bidders shall state the delivery date for commodities in terms of calendar days after notification of the award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award, as well as estimated date of the start of work. Materials being shipped to the Wauconda Park District must be shipped F.O.B. freight prepaid, designated location, Wauconda, IL. If delivery is being made by truck, arrangements for the Wauconda Park District's receipt for the material should be made in advance. No truck deliveries will be accepted before 7:30 a.m. or after 3:30 p.m. on weekdays or all day on Saturdays, Sundays or Holidays unless specific permission has been received from the responsible Wauconda Park District official.

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Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal. The Wauconda Park District reserves the right to charge the contractor or vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Wauconda Park District and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the contractor or vendor.

<u>Protest of Award</u> - Any person who has an objection to the awarding of a solicitation by the Wauconda Park District, pursuant to competitive bidding procedures, shall lodge that protest, in writing, with the Executive Director, prior to award by the Board of Park Commissioners. A protest lodged after award by the Wauconda Park District will not be considered

<u>Acceptance</u> - After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Wauconda Park District, this instruction to bidders, including specifications, will constitute part of the legal contract between the Wauconda Park District and the successful bidder.

<u>Materials and Equipment</u> - Except where the specifications indicate otherwise, the Wauconda Park District is not responsible to provide any tools, equipment or storage to the contractor in order to permit him/her to complete any contractual obligation under any contract which may be awarded as the result of the bid.

Exceptions - Any bidder's exceptions to the terms or conditions, or deviations from the written specifications must be in writing and attached to the bid form. No verbal exceptions or alleged agreements with employees of the Wauconda Park District will be considered legal or binding. Any bidder's exceptions or deviations may be cause for rejection of the bid proposal. The submission of a bid shall be considered an agreement to all the terms, conditions and specification provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.

<u>Required Insurance</u> - Contractor shall maintain for the duration of this contract and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide.

#### Worker's Compensation and Employer's Liability

Worker's Compensation		Minimum
Emplo	yer's Liability	
a) b) c)	Each Accident Disease – policy limit Disease – each employee	\$1,000,000 \$1,000,000 \$1,000,000
Compi	rehensive General Liability	
Gener	al Aggregate Limit	\$2,000,000

**Products-Completed Operations** 

\$2,000,000

Each Occurrence Limit

\$1,000,000

The Wauconda Park District is named an additional insured on General Liability policy. The Wauconda Park District may accept a separate owner's protective liability policy, provided all coverage, limits and endorsements are in conformity with this section. The Wauconda Park District is a Named Insured on OCP.

### Commercial Automobile Liability

This policy shall cover all owned, non-owned and hired vehicles.

**Combined Single Limit** 

\$1,000,000

Contractor agrees that with respect to above insurance, the Wauconda Park District shall:

- a) Be provided with thirty (30) days written notice of cancellation or material change.
- b) Be provided with Certificates of Insurance evidencing the above-required insurance prior to commencement of this contract, and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the Director of Parks & Recreation, Wauconda Park District, 600 N. Main St., Wauconda, IL

<u>Indemnity</u> - If a contract is awarded, the successful bidder will be required to indemnify and hold the Wauconda Park District harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, death of, any person, arising out of, or attributable to, the bidder's performance of the contract awarded.

Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Wauconda Park District; and the bidder will replace at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

<u>Collusion</u> - In submitting a proposal, the bidder certifies to the Wauconda Park District that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, Wauconda Park District employee or any other person, to fix the bid price submitted by the bidder or any other bidder, and agrees to indemnify the Wauconda Park District for any losses sustained by it due to illegal actions of the bidder.

<u>Termination for Default</u> - When the contractor has not performed, or has unsatisfactorily performed, the contract, the Wauconda Park District may terminate the contract for default. The Wauconda Park District may terminate a contract by providing written notice of default to the contractor if:

- a) The contractor fails to make delivery of the materials or perform the services within the time specified in the contract;
- b) The contractor fails to make progress so as to endanger performance of the contract; or,

c) The contractor fails to provide or maintain in full force and effect the liability and indemnification coverage or performance bond as is required.

In case of default by the contractor, the Wauconda Park District may procure supplies or services similar from other sources and may deduct from unpaid balance due the contractor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the Wauconda Park District shall be considered the prevailing market price at the time such purchase is made.

<u>Other Requirements</u> - The bidder certifies that any equipment to be furnished shall be new, current model, standard production, and fully operable unless otherwise indicated on the bid form. Operating and maintenance manuals will be furnished at no cost.

<u>Additional</u> - The bidder or manufacturer may be required to clarify the bid or acknowledge by written confirmation that the minimum requirements of the specifications are included in the bidder's proposal either before or after the bid opening but prior to the award of the contract.

<u>Public Advertising</u> - The successful bidder is specifically denied the right of use in any form or medium the name of the Wauconda Park District for public advertising unless the Wauconda Park District grants express permission.

<u>Fair Employment Practice</u> - The bidder, in the submission of a proposal, assures the Wauconda Park District that he/she is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375, which are incorporated herein by reference, and as such, will not discriminate against any person by reason of race, creed, color, religion, age, sex, or physical and mental handicaps with respect to the hiring, application for employment, tenure, terms or condition of employment of any person.

<u>Illinois Drug Free Workplace Act</u> - In submission of any proposal, the contractor acknowledges and warrants that the contractor's workplace notifies employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the contractor's workplace (30ILCS 580/1 et seq.).

The Americans with Disabilities Act - In submission of any proposal, the bidder acknowledges and warrants that the work or service shall be designed in full compliance with the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and with applicable regulations and accessibility guidelines thereunder. In addition, the bidder acknowledges the Environmental Barriers Act (IL Rev Stat Ch. 111 ½, par. 3711 et seq.) and its regulations in the Illinois Accessibility Code (71 IL Admin. Code S400.110 et seq.) that all products, services and programs conform to, and be delivered in a manner consistent with the Americans with Disabilities Act. As a condition of receiving a contract with the Wauconda Park District, the vendor certifies that services, programs, and activities provided under said contract are and will continue to be in compliance with the ADA. Further, the vendor agrees to indemnify the Wauconda Park District against any and all claims and the costs of legal defense resulting from the vendor's failure to be in compliance with the ADA.

<u>Taxes</u> - The Wauconda Park District is a tax-exempt entity. If requested, the Wauconda Park District will submit its tax-exempt number to material suppliers.

<u>Prevailing Wages</u> – To the extent that the Prevailing Wage Act applies, the Contractor shall comply there with and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance

with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Owner as required by Statute including certified payroll or, in lieu thereof, a certified letter stating that the Contractor is exempt from the application of the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Illinois Department of Labor publishes the prevailing wage rates on its website at <a href="http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx">http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx</a>. The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

Payment and Performance Bonds - The Contractor, before commencing the Work (if required), shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

<u>Sexual Harassment</u> - The undersigned certifies that as part of the Bidder's proposal on the above referenced Contract, that the Bidder has enacted, and has in full force and effect, a written sexual harassment policy in accordance with the Illinois Human Rights Act ("Act") (775 ILCS 5/1-101 et seq.) including at least the following:

1. A statement on the illegality of sexual harassment;



- 2. The definition of sexual harassment under Illinois law;
- 3. A description of sexual harassment utilizing examples;
- 4. An internal complaint process, including penalties;
- 5. The legal recourse, investigative and complaint process available through the Illinois Dept. of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- 6. Direction on how to contact the Department and the Commission; and
- 7. Protection against retaliation as provided by section 6-101 of the Act

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of this contract.

<u>Equal Employment Opportunity</u> - The undersigned certifies that for the entire duration of the work, the Contractor shall conform to all federal and state laws on equal opportunity and fair employment, and to all rules and regulations now or hereafter issued pursuant thereto, including, but not limited to, the Illinois Human Rights Act (Illinois Revised Statues Chapter 68, par. 1-101 et seq.), and an act to prohibit discrimination, etc. (Illinois Revised Statutes Chapter 29, par. 17-24).

Guarantee of Price - Sixty (60) days from the date of bid proposed, if accepted.

#### **General Scope of Work:**

<u>Project Site</u> - All work shall be performed at the Phil's Beach located at 326-328 N. Main St., Wauconda. There are three different locations within the site that fencing will be installed (see attached plans).

Product Specifications - Materials will be Western Red Cedar wood.

4 x 4 x 9' posts 2 x 4 x 8' rails 1 x 6 x 6 boards 1 x 4 x 8' cap boards

<u>Examination of Site</u> - Bidders should contact, Mike Drinkwine, Director of Parks (847-526-3612/847-630-9280) to set up an appointment to review project site. Before submitting a proposal for work, each bidder shall carefully examine the park site and fully inform himself of existing conditions and limitations of the sites, rely entirely upon their own judgment in making the proposal, and include in their proposal all sums sufficient to provide all work required

#### Instructions to Bidders

- Proposal should be submitted to the Wauconda Park District Administration Office, 600 N. Main Street, Wauconda, IL 60084. Deadline date for proposals is **August 22, 2019 at 2:00 pm**.
- All proposals shall be submitted with each space properly completed. If bidders find any
  discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings,
  they shall advise the Executive Director who will issue the necessary clarifications to all
  prospective parties by means of addenda.

- All proposals will be considered firm for a period of sixty (60) days from the date established for the opening of proposals.
- Proposals may be withdrawn by letter, or in person prior to the time and date established for the opening of proposals.
- The Board of Commissioners of the Wauconda Park District reserves the right to reject any or all proposals, to waive irregularities and to accept the proposal that is considered in the best interest of the District. Any such decision shall be considered final.



## Wauconda Park District

# Fencing – Phil's Beach

## **Bid Summary**

Section 1	Cost	Total Feet of Fencing
Section 2	Cost	Total Feet of Fencing
Section 3	Cost	Total Feet of Fencing
Total Cost (all 3)	)	
Alternate Bid 1	In lieu of 4"x4"x9' posts, s	substitute postmaster steel posts
Section 1	Cost	Total Feet of Fencing
Section 2	Cost	Total Feet of Fencing
Section 3	Cost	Total Feet of Fencing
Total Cost (all 3	)	
Anticipated Star	rt Date	
Bidder Informa	tion:	
Name of Compa	any	
Address		
Telephone #		/ Fax #
Email		

Signature of Bidder Representative	
Print Name of Representative	

Bids should be in a sealed envelope and marked "Bid - Fencing". Courts.

Bid Due Date – August 21, 2019 - 2:00 p.m.

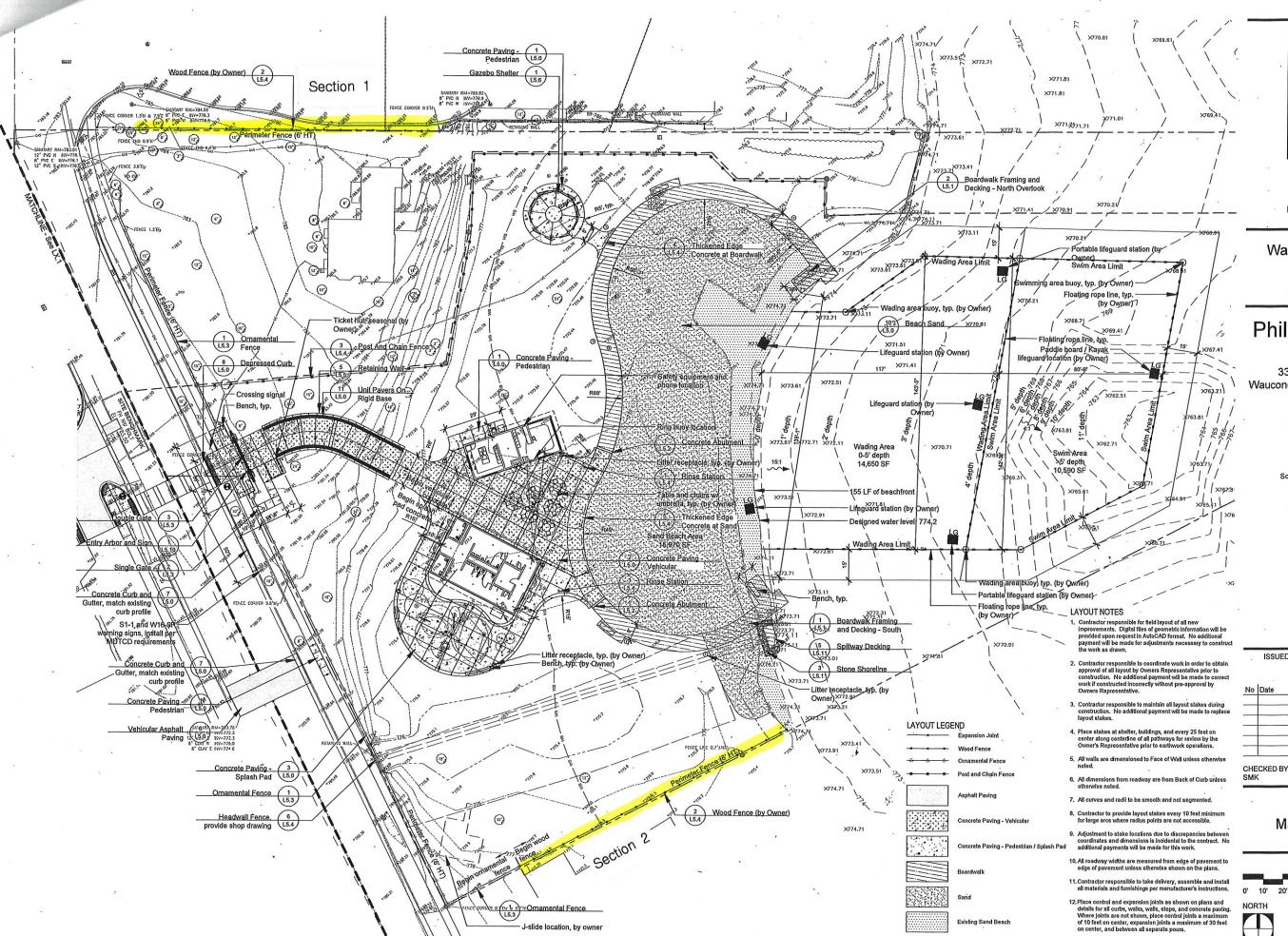
All bids should be submitted to the:

Wauconda Park District Attn: Nancy Burton, Director 600 N. Main St. Wauconda, IL 60084

For more information pertaining to bid documents contact Nancy Burton, Executive Director at 847-526-3610.

To schedule a site visit and discuss project scope, please contact Mike Drinkwine, Director of Parks at 847-526-3612 / 847-630-9280.





22 E. Chicago Avenue Suite 200A Naperville, IL 60540 T 630,961,1787 hitchcockdesigngroup.com

PREPARED FOR Wauconda Park District

> 600 N Main Street Wauconda, Illinois 60084

> > PROJECT

# Phil's Beach

336 N. Main Street Wauconda, Illinois 60084

> CONSULTANTS Civil Engineer Hey and Associates, Inc. Volo, Illinois 60073 T 847,740,0888

Electrical Engineer Nova Engineering, PC Schererville, Indiana 46375 T 219,865,3352

Architect Dewberry Architects, Inc. Elgin, Illinois 60120 T 847,695,5840

ISSUED FOR CONSTRUCTION February 27, 2019

REVISIONS

Date	Issue	
	Date	Date Issue

SHEET TITLE

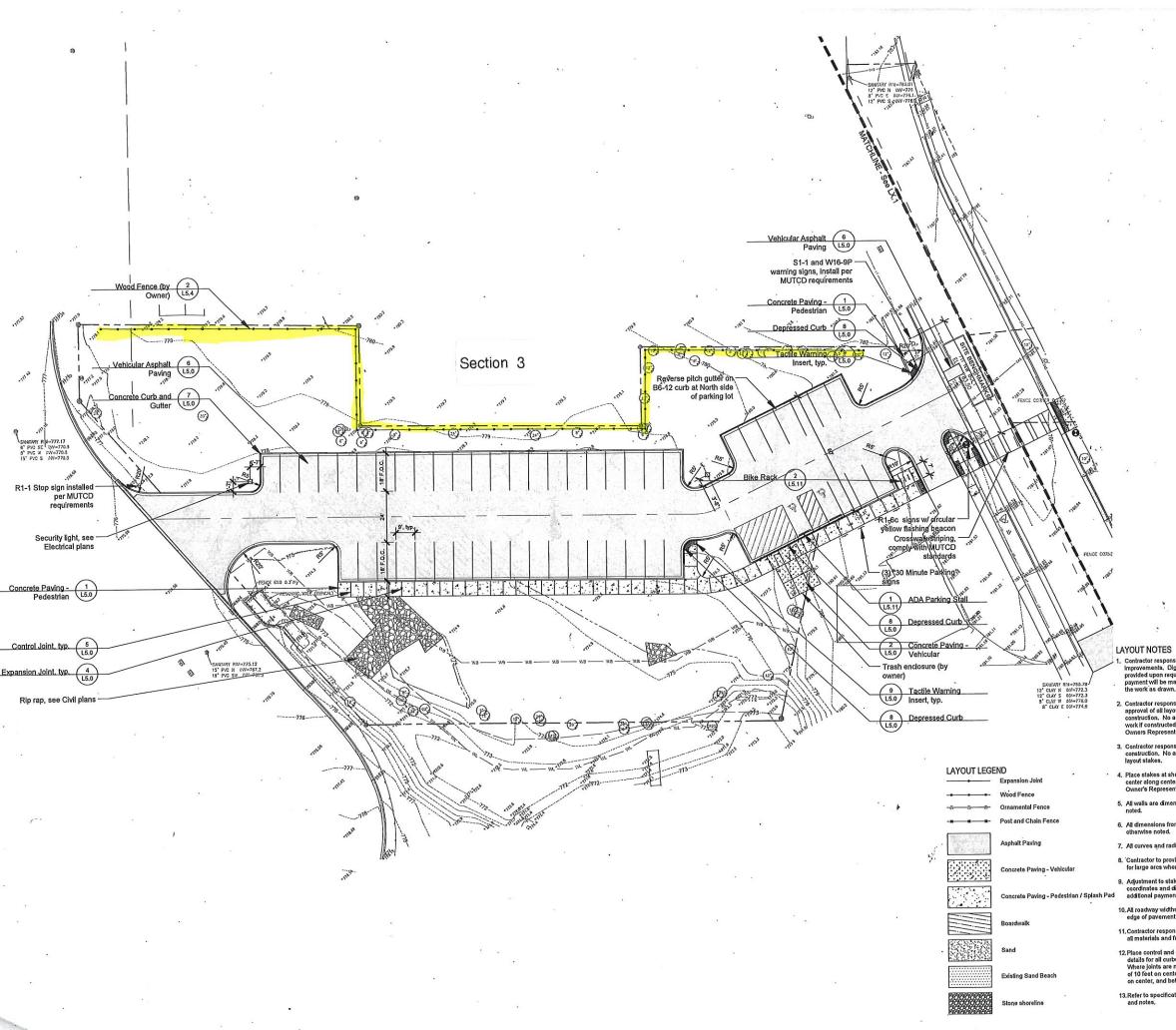
Layout And Materials Plan

> SCALE IN FEET 1" = 20

SHEET NUMBER

13. Refer to specifications for additional conditions, standard

L3.1 **0**2019 Hitchcock Design Grou





Suite 200A Naperville, IL 60540 T 630.961.1787 hitchcockdesigngroup.com

PREPARED FOR

### Wauconda Park District

600 N Main Street Wauconda, Illinois 60084

PROJECT

## Phil's Beach

336 N. Main Street Wauconda, Illinois 60084

> CONSULTANTS Civil Engineer Hey and Associates, Inc. Volo, Illinois 60073

Electrical Engineer Nova Engineering, PC Schererville, Indiana 46375 T 219.865,3352

Architect
Dewberry Architects, Inc.
Elgin, Illinois 60120
T 847.695.5840

- 1. Contractor responsible for field layout of all new improvements. Digital files of geometric information will be provided upon request in AutoCAD format. No additional payment will be made for adjustments necessary to construith work as drawn.
- Contractor responsible to coordinate work in order to obtain approval of all layout by Owners Representative prior to construction. No additional payment will be made to correct work if constructed incorrectly without pre-approval by
- Contractor responsible to maintain all layout stakes during construction. No additional payment will be made to replace layout stakes.
- Place stakes at shelter, buildings, and every 25 feet on center along centerline of all pathways for review by the Owner's Representative prior to earthwork operations.
- All dimensions from roadway are from Back of Curb unless otherwise noted.

- Place control and expansion joints as shown on plans and details for all curbs, walks, walks, steps, and concrete paving. Where joints are not shown, place control joints a maximum of 10 feet on center, expansion joints a maximum of 30 feet on center, expansion joints a maximum of 30 feet on center, and between all separate pours.
- 13. Refer to specifications for additional conditions, standard

ISSUED FOR CONSTRUCTION February 27, 2019 REVISIONS

No	Date	Issue
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-		
CHECKED BY		DRAWN BY

SHEET TITLE Layout And Materials Plan

ARH / JFB

SCALE IN FEET

SHEET NUMBER



L3.0 o2019 Hitchcock Design Group